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ART UNIT	PAPER NUMBER
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DATE MAILED:

08/27/01

Please find below and/or attached an Office communication concerning this application or proceeding.

Commissioner of Patents and Trademarks

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) FROM
THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _11 June 2001_ .

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
   closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-61_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-61_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

    If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____ .

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
        application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

    a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)	4)☐ Interview Summary (PTO-413) Paper No(s). _____ .
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)	5)☐ Notice of Informal Patent Application (PTO-152)
3)☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .	6)☐ Other: .

DETAILED ACTION

Response To Amendment

1. Claims 1-60 are presented for examination in this communication filed 06/11/01, entered as

Amendment/Response, paper number 7.

Claim Rejections - 35 USC § 103

2.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness

rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims

under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was

commonly owned at the time any inventions covered therein were made absent any evidence to

the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor

and invention dates of each claim that was not commonly owned at the time a later invention was

made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35

U.S.C. 102(f) or (g) prior art under 35 U.S.C. 103(a).

3.   Claims 1-61 are rejected under 35 U.S.C. 103(a) as being unpatentable over Grasso et al

(US 5,892,909), hereafter Grasso.

With respect to claim 1, sending log-on information from a first client computer to a

server computer (col. 25, lines 14-24 and figure 13A (1301)), authenticating the user at the

server computer (col. 15, lines 49-67, col. 18, lines 66-67 and col. 19, lines 27-30), downloading

... from a server computer to a first client computer (col. 2, lines 38-50), using the authoring

program at the first client computer to create a document (col. 25, lines 25-44), sending the

document from the first client computer to the server computer (col. 26, lines 4-27). Grasso did

not explicitly teach, saving the document in an internal format ..., but it would been obvious to

one having ordinary skill in the art of saving a document at the time the invention was made to

have a prepress format for printing and to incorporate in Grasso's system saving the document in

an internal format ... because such a modification would make it is easier for the user to save the

document and send the document to the printer when it is translated from a programming

instruction format to a printer ready format.

With respect to claim 2, sending log-on information ... (col. 25, lines 14-24) and

authenticating a user ... (col. 26, lines 10-22).

With respect to claim 3, downloading an authoring program from the server computer ...

(col. 2, lines 38-45), using the authoring program at the first client computer ... (col. 25, lines 25-

44), sending a document from the second client computer ... (col. 26, lines 4-27), translating the

document from an internal format ... (col. 15, lines 62-67 and col. 26, lines 48-60), and sending

the document in a different format ... (col. 13, lines 9-14). Grasso did not explicitly teach, saving

the document in an internal format ..., but it would been obvious to one having ordinary skill in

the art of saving a document at the time the invention was made to have a prepress format for

printing and to incorporate in Grasso's system to saving the document in an internal format ...

because such a modification would make it is easier for the user to save the document and send the document to the printer when it is translated from a programming instruction format to a printer ready format.

With respect to claim 4, downloading a form having tags ... (col. 17, lines 2-9), entering information at the second client computer ... (col. 30, lines 1-15 and col. 31, lines 21-24), replacing the criteria in the document template ... (col. 29, lines 11-20), sending the document from the second client ... (col. 26, lines 4-27), translating the document form an internal format ... (col. 15, lines 62-67 and col. 26, lines 48-60), and sending the document in a different format ... (col. 13, lines 9-14). Grasso did not explicitly teach, saving the document in an internal format ..., but it would been obvious to one having ordinary skill in the art of saving a document at the time the invention was made to have a prepress format for printing and to incorporate in Grasso's system to save the document in an internal format ... because such a modification would make it easier for the user to save the document and send the document to the printer when it is translated from a programing instruction format to a printer ready format.

With respect to claim 5, the first and second client computers and server computer are coupled through the Internet (col. 3, lines 31-52).

With respect to claim 6, the first and second client computers and server computer are coupled through an Intranet (col. 7, lines 32-40).

With respect to claim 7, Grasso did not teach, the first and second client computers and the server computer being coupled through an Extranet, but it would been obvious to one having

ordinary skill in the art of Extranets at the time the invention was made to have a the Extranet coupled to the client and server computer and to modify in Grasso's system to have the first and second client computers and the server computer to be coupled through the Extranet because such a modification would allow the Extranet when it communicates properly with the Intranet to allow customers and suppliers to gain limited access to an organization's Intranet which enhances the speed and efficiency of their business relationship.

With respect to claim 8, Grasso did not explicitly teach, associating the user with a particular directory on the server computer, a set of defaults such as fonts, colors, images, and commands, or an authorization level from the group of authorization levels comprising normal and demonstration, but it would been obvious to one having ordinary skill in the art of directories and setting defaults at the time the invention was made to have a an authorization level comprised of normal and demonstration and to incorporate in Grasso's system to associate the user with a particular directory on the server computer, a set of defaults such as fonts, colors, images, and commands, or an authorization level from the group of authorization levels comprising normal and demonstration because such a modification would make it is necessary in a computer system to have authorization levels for users giving them certain rights such as creating, saving, and printing a document and the demonstration user is only allowed to create documents but does not have any other user rights and the administrator sees that the proper user rights are enforced in order to keep the system running efficiently. Grasso teaches the authorization level of "administrator"(col. 18, lines 66-67 and col. 19, lines 1-40).

With respect to claims 9 and 34, the authoring program ... is coded in a language selected Java and Active X (col. 12, lines 3-19). Grasso did not explicitly teach the client computer being coded in Perl, C++, or C, but it would been obvious to a person of ordinary skill in the art of programming languages at the time the invention was made to have an authoring program coded in Perl, C++, and C and to incorporate a client computer being coded in Perl, C++, or C because such a modification would allow Grasso's system to have a more powerful programming language since Perl has powerful string-handling features for extracting information from text files and this feature makes Perl an excellent report language when coupled with C++, C, and other Unix utilities.

With respect to claims 10 and 35, Grasso did not explicitly teach, the document being selected from a group comprising a business card, a letterhead, an envelope, and a brochure, but it would been obvious to one having ordinary skill in the art of documents at the time the invention was made to have a business card, a letterhead, an envelope, and a brochure and to incorporate in Grasso because such a modification in the business world with the combination of business cards, letterhead, envelopes and brochures would allow Grasso to advertise the names of organizations and individuals who enhance customer and supplier relations.

With respect to claims 11 and 36, Grasso did not explicitly teach, the authoring program comprises a color palette area ..., but it would been obvious to one having ordinary skill in the art of color palettes at the time the invention was made to have a color palette for selecting colors to incorporate in Grasso because such a modification would allow the creation of business cards,

letterhead, envelopes, and brochures using different colors enhancing the appearance of the paper

and making it more pleasing to the customer or supplier when marketing goods and services.

With respect to claim 12, Grasso did not explicitly teach, the palette of colors comprises

Pantone, Toyo, Focaltone, and Tru-match, but it would been obvious to one having ordinary skill

in the art of color palettes at the time the invention was made to have a color palette with

Pantone, Toyo, Focaltone, and Tru-match because these colors are well known in the art to one

having ordinary skill in the art at the time the invention was made according to the Applicant's

Specification page 11 and Pantone, Toyo, Focaltone, and Tru-match are the color attributes used

in bar and pie charts and documents for highlighting part of the document.

With respect to claim 13, Grasso did not explicitly teach, using the authoring program at

the client computer to create a document, sending the text from the client computer to the server

computer ..., but it would been obvious to one having ordinary skill in the art of document

creation at the time the invention was made to send text from a client computer to a server

computer for translation into an image and to incorporate in Grasso because such a modification

would allow the user to create the document and send it to the server and have the program code

translated into an image which the user can receive back again as an image.

With respect to claim 14, Grasso did not explicitly teach, the image being in a format

selected from a group comprising GIF, TIFF, and JPEG. Grasso taught GIF in column 17, lines

2-9, but Grasso did not teach TIFF or JPEG. It would have obvious to one having ordinary skill

in the art of images at the time the invention was made to select a format in TIFF and JPEG and

to incorporate in Grasso because such a modification would enhance Grasso's system to have a

TIFF format which is considered to be a standard file format used with the storage of graphic

images and may be the only format available for using older programs (such as older versions of

MacPaint) and JPEG is the standard for storing compressed images and would allow Grasso's

system to use less storage space.

With respect to claim 15, Grasso did not explicitly teach, the image has a maximum

resolution of 4:1, but it would have been obvious to one having ordinary skill in the art of images

at the time the invention was made to have an image with a maximum resolution of 4:1 because it

is well known in the art to one having ordinary skill in the art at the time the invention was made

according to Applicant's Specification on page 12 to have a ratio of a maximum image resolution

of 4:1 and to translate this resolution into a desirable GIF image file format.

With respect to claim 16, Grasso did explicitly not teach, one of the image formats is

selected from a group comprising encapsulated PostScript, TIFF, GIF, and JPEG. Grasso taught

encapsulated PostScript (Appendix A (69), lines 9-13) and GIF (column 17, lines 2-9). It would

have obvious to one having ordinary skill in the art of images at the time the invention was made

to select a format in encapsulated PostScript, TIFF, GIF, and JPEG and to incorporate in Grasso

because such a modification would allow Grasso to use encapsulated PostScript as a page-

description language, TIFF format as a standard file format for the storage of graphic images and

which may be the only format available for using with older programs (such as older versions of

MacPaint), and using GIF as a file extension to identify bit map images, and JPEG as a standard

for storing compressed images and using less storage space in the computer system.

With respect to claim 17, Grasso did not explicitly teach, one of the images has a

maximum resolution of 1:1, but it would have obvious to one having ordinary skill in the art of

images at the time the invention was made to have a maximum resolution because it is well known

in the art according to Applicant's Specification on page 10 to have a ratio of a maximum image

resolution of 1:1 and to translate the image resolution into a desirable image file format.

With respect to claims 18, 37, 59, and 61, a different format is selected from a group

comprising PostScript, HTML, PDF, and PostScript Extreme. Grasso taught the different format

being in PostScript (col. 21, lines 4-13) and HTML (col. 24, lines 47-55). Grasso did not

explicitly teach the format being in "PDF" or "PostScript Extreme," but it would have been

obvious to one having ordinary skill in the art of formats at the time the invention was made to

have formats in PostScript, HTML, PDF, and PostScript Extreme and to incorporate in Grasso

because such a modification would allow Grasso to use PDF as a file extension which is used to

identify documents that are encoded in portable document format which uses the freeware Adobe

Acrobat Reader to be able to display or print a file with the .pdf extension and PostScript Extreme

is Adobe's latest page description language and in this combination makes it possible for a user to

create, store, save and access a variety of documents with images.

With respect to claims 19 and 38, Grasso did not explicitly teach, sending the document in

a different format to the printer comprising generating an electronic mail for submission to the

printer with an attachment and the document in a different format, but it would have been obvious

to one having ordinary skill in the art of sending documents at the time the invention was made to

generate an electronic mail to submit to the printer as an attachment and to incorporate in Grasso

because such a modification would allow electronic mail in a certain format to be printed by the

user when it is transmitted over the Internet with the format usually being a MIME type file.

With respect to claim 20, Grasso did not explicitly teach, the electronic mail is MIME-

compliant, but it would have been obvious to one having ordinary skill in the art at the time the

invention was made and in view of Grasso's teaching of electronic mail using the Internet and

Intranet (as taught in the background section, columns 2-4) for the electronic mail to be MIME

compliant because both web browsers and HTTP servers use MIME to interpret e-mail files they

send and receive over the Internet or Intranet.

With respect to claims 21 and 60, a server storing an authoring program ... to translate the

document to a suitable prepress format (col. 7, lines 48-54), and a first client downloading the

authoring program from the server to create a document template (col. 12, lines 56-67 and col.

13, lines 1-14). Grasso did not explicitly teach, the second client creating the document and

uploading to the server for translation to the suitable prepress format or a printer receiving the

document as translated to a prepress format ..., but it would have been obvious to one having

ordinary skill in the art of uploading a document to a server for translation and a printer receiving

the document at the time the invention was made to have the translation in prepress format and to

incorporate in Grasso because such a modification would enable Grasso's system for a user to be able to print a document if it is in a format that is recognized by the printer.

With respect to claim 22, downloading the authoring program from the server ... (col. 26, lines 63-67 and col. 27, lines 1-5).

With respect to claims 23 and 52, the second client entering information in a form having tags corresponding to the criteria of the document template, ... (col. 29, lines 11-20, col. 30, lines 1-15, and col. 31, lines 21-24).

With respect to claim 24, the server, the first and second clients and the printer are coupled to one another through the Internet" (col. 9, lines 38-42 and col. 17, lines 11-22).

With respect to claim 25, the server, the first and second clients and the printer are coupled through an Intranet (col. 7, lines 1-30 and col. 6, lines 49-54).

With respect to claim 26, Grasso did not explicitly teach, the server, the client and the printer are coupled through an Extranet, but it would have been obvious to one having ordinary skill in the art of Extranets at the time the invention was made to have a client, a server, and a printer and to incorporate in Grasso because such a modification would give Grasso's system the ability for the Extranet when it communicates properly with the Intranet to allow customers and suppliers to gain limited access to an organization's Intranet which enhances the speed and efficiency of their business relationship.

With respect to claim 27, the server comprises an Internet world-wide-web server (col. 2, lines 54-64).

With respect to claim 28, Grasso did not explicitly teach, the server comprises an Intranet world-wide-web server, but it would have been obvious to one having ordinary skill in the art at the time the invention was made and in view of Grasso's teaching of the Internet and Intranet (as taught in the background section, column 3, lines 2-9) because the Intranet uses Internet protocols, tools, and applications within a corporate environment. Intranet applications as they evolve, become information-centric solutions to corporate business problems with business applications web servers.

With respect to claim 29, Grasso did not explicitly teach, the server comprises an Extranet World-Wide-Web server, but it would have been obvious to one having ordinary skill in the art of Extranets at the time the invention was made to have a world-wide-web server and to incorporate in Grasso because such a modification would allow the Extranet when it communicates properly with the Intranet to allow customers and suppliers to gain limited access to an organization's Intranet which enhances the speed and efficiency of their business relationship.

With respect to claims 30, 42, and 49, the authoring program runs on the client in an Internet world-wide-web browser program (col. 3, lines 10-31).

With respect to claim 31, the browser program is selected from the group essentially comprising Netscape Navigator and Microsoft Internet Explorer (col. 27, lines 22-34 and col. 24, lines 36-46).

With respect to claims 32, 43, and 50, the authoring program runs on the client in an Intranet world-wide-web browser program (col. 3, lines 10-31).

With respect to claim 33, 44, and 51, Grasso did not teach, the authoring program runs on

the client in an Extranet world-wide-web browser program, but it would have been to one having

ordinary skill in the art of Extranets at the time the invention was made to have a world-wide-web

browser and to incorporate in Grasso because such a modification would allow the client

application to enable a user to view HTML documents on the Extranet when it communicates

properly with the Intranet.

With respect to claims 39 and 45, a processor (col. 6, lines 30-31), a computer-readable

medium (col. 6, lines 33-35), and a communications device (col. 6, lines 44-49). Grasso did not

explicitly teach, an operating environment program executed by the processor from the medium

or an authoring program downloaded from a server through a communications device ... and the

authoring program being used to create a document ..., but it would have been obvious to one

having ordinary skill in the art of downloading programs and document creation at the time the

invention was made to execute the downloaded program from a server and upload a created

document to the server and to incorporate in Grasso because such a modification would allow a

user to create an Internet or Intranet document and to have the document downloaded and then to

upload the document or send the document to the server for transferal of a copy of the document

to the client for translation of the document into a format to be printed.

With respect to claims 40, 47, 50, and 54, the computer-readable medium is selected from

a group comprising memory and a nonvolatile storage medium (col. 6, line 30, lines 33-35 and

line 60).

With respect to claims 41, 48, and 55, the communications device is selected from a group comprising a modem and a network card (col. 6, lines 35-37).

With respect to claim 46, an authoring program to create a document ... (col. 25, lines 25-44).

With respect to claim 56, a computer program stored on a computer-readable medium for downloading to a client from a server computer ... (col. 6, lines 33-35), and creating a document template ... (col. 29, lines 11-20). Grasso did not explicitly teach, uploading to the server through a communications device ...,but it would have been obvious to one having ordinary skill in the art of uploading a document to a server for translation and submitting the document to a printer at the time the invention was made to have the translation in prepress format and to upload the document through a communications device and to incorporate in Grasso because such a modification would allow an Internet user to print a document that is in a format recognized by the printer can be uploaded through a modem or a network card to be connected to the network.

With respect to claim 57, means downloadable to a client computer for creating a document template ... (col. 29, lines 21-36) and means for translating the document to a suitable prepress format (col. 12, lines 56-67). Grasso did not teach sending the document to a printer through a communications device of the server, but it would have been obvious to one having ordinary skill in the art of a printer receiving the document at the time the invention was made to have the translation in prepress format and to send the document through a communications

device to the server because in order for a user to print a document it should be in a format that is

recognized by the printer and the automated distribution feeds to other servers running remotely.

With respect to claim 58, sending log-on information regarding a user ... (col. 25, lines 14-

24), authenticating the user at a server (col. 2, lines 38-50), downloading a authoring program

from a server computer to a client computer (col. 15, lines 49-67, col. 18, lines 66-67 and col. 19,

lines 27-30), using the authoring program at the client ... (col. 25, lines 25-44), translating the

document from an internal format ... (col. 15, lines 62-67 and col. 26, lines 48-60), and sending

the document in a different format ... (col. 13, lines 9-14). Grasso did explicitly not teach, saving

the document in an internal format ..., but it would been obvious to one having ordinary skill in

the art of saving a document at the time the invention was made to have a prepress format for

printing and to incorporate in Grasso because such a modification would make it easier for the

user to save the document and send the document to the printer when it is translated from a

programing instruction format to a printer ready format.

Response to Arguments

4.   Applicant's arguments filed 06/11/01 have been fully considered but they are not

persuasive.

With respect to Applicants' arguments: Grass does not teach: 1) use of a first internal file

format for computer repress operations adapted for creation of documents on a client computer,

and translation to a different file format at the server for printing; 2) a mechanism to assure that

the document design produced by the user is producible (i.e. can be actually printed to appear as

desired by the user when translated to a suitable repress format and printed); 3) that the authoring

program functions offered to a user can be controlled by the user's profile, allowing complexity of

the program to be adjusted to the user's ability; and 4) that the authored document is sent to the

server and rendered in a format at the server so that it can be displayed on the client computer in a

manner that is consistent in at least some respect with the way the document will be produced

when printed (e.g., using a .gif image) are not persuasive because in response to Applicants'

argument that the reference fails to show certain features of Applicants' invention, it is noted that

the features upon which Applicants' rely (i.e., 1) use of a first internal file format for computer

repress operations adapted for creation of documents on a client computer, and translation to a

different file format at the server for printing, 2) a mechanism to assure that the document design

produced by the user is producible (i.e. can be actually printed to appear as desired by the user

when translated to a suitable repress format and printed), 3) that the authoring program functions

offered to a user can be controlled by the user's profile, allowing complexity of the program to be

adjusted to the user's ability, 4) that the authored document is sent to the server and rendered in a

format at the server so that it can be displayed on the client computer in a manner that is

consistent in at least some respect with the way the document will be produced when printed

(e.g., using a .gif image)), and using a downloadable authoring program to create a document

template and then save the document template at a server computer are not interpreted as being

recited in the rejected claims 1-61. Although the claims are interpreted in light of the

specification, limitations from the specification are not read into the claims. See *In re Van Geuns*,

988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

With respect to Applicants' argument: Grasso et al. does not teach or suggest

downloading of a authoring program from a server computer including authenticating a user at

the server computer as set forth in claim 58 has been considered but is not persuasive because

Applicants' claim limitations in claim 58 do not explicitly recite "downloading of a authoring

program from a server computer to a client computer including authenticating a user at the server

computer." The claim limitations recite "authenticating the user at the server computer;

downloading an authoring program from the server computer to the client computer."

The Examiner interprets Grasso as teaching, downloading a authoring program from a server

computer to a client computer in col. 15, lines 49-67, col. 18, lines 66-67 and col. 19, lines 27-30

and authenticating the user at a server as being in col. 2, lines 38-50.

With respect to Applicants' argument: Grasso et al. does not teach or suggest

downloading an authoring program and using the authoring program at a client computer and

translating a document created at the client computer into a pre-press format at the server

computer have been considered but are not persuasive because in response to Applicants'

argument that the reference fails to show certain features of Applicants' invention, it is noted that

the features upon which applicant relies (i.e., downloading an authoring program and using the

authoring program at a client computer and translating a document created at the client computer

into a pre-press format at the server computer) are not recited in the rejected claims 1-61. The

claims recite "downloading an authoring program from the server computer to the first client

computer; using the authoring program at the first client computer to create a document template:

translating the document from the internal format to a different suitable repress format; and

sending the document in the different format to a printer. Although the claims are interpreted in

light of the specification, limitations from the specification are not read into the claims. See *In re*

Van Geuns, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

As to claim 1 and others above, for example under Section 103 (a) of Title 35 of the

United States Code, the Examiner carefully drew up a correspondence between the Applicants'

claimed limitations and one or more referenced passages in Grasso et al. and that which is well

known in the art and what is obvious to one having ordinary skill in the art at the time the

invention was made. By failing to address the Examiner's column-by-column and line-by-line

correspondence, Applicants' have failed to rebut the Examiner's *prima facie* case of obviousness.

The Examiner is entitled to give claim limitations their broadest reasonable interpretation in light

of the Specification (see below):

2111   Claim Interpretation; Broadest Reasonable Interpretation [R-1]

>CLAIMS MUST BE GIVEN THEIR BROADEST REASONABLE INTERPRETATION

During patent examination, the pending claims must be "given the broadest reasonable interpretation consistent
with the specification." Applicant always has the opportunity to amend the claims during prosecution and broad
interpretation by the examiner reduces the possibility that the claim, once issued, will be interpreted more broadly than is
justified. In re Prater, 162 USPQ 541,550-51 (CCPA 1969).<

Conclusion

5.   **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of

time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the mailing date

of this final action.

INQUIRIES

6.   Any inquiry concerning this communication or earlier communications from the Examiner

should be directed to Ms. Ella Colbert whose telephone number is (703) 308-7064. The

Examiner can normally be reached Monday through Friday from 6:30 a.m. to 3:00 p.m. EST.

If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's supervisor, Kim

Vu, can be reached on (703)305-4393.

Any response to this action should be mailed to:

Commissioner of Patents and Trademarks

Washington, D.C. 20231

Or faxed to:

(703)308-9051, (for formal communications intended for entry).

Or:

(703)308-5403 (for informal or draft communications, please label
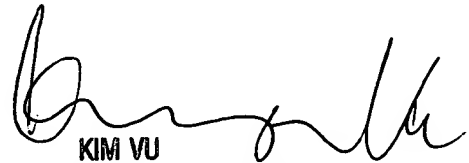
"PROPOSED" or **"DRAFT"**).

Hand-delivered responses should be brought to Crystal Park II, 2121 Crystal

Drive, Arlington, Virginia., Sixth Floor (Receptionist).

Any inquiry of a general nature or relating to the status of this application or proceeding

should be directed to the Group Receptionist whose telephone number is (703)308-9600.

E. Colbert

E. Colbert

August 24, 2001

KIM VU
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2100